



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

May 26, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 9 TO SOFTWARE AND SERVICES AGREEMENT  
WITH ATLAS DATABASE SOFTWARE CORPORATION**  
(All Districts) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE [ ] APPROVE WITH MODIFICATIONS  
[ ] DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and instruct the Director of Health Services, or his designee, to sign Amendment No. 9 to Agreement No. H-209231 with Atlas Database Software Corporation (Atlas), substantially similar to Exhibit I, to increase the maximum County obligation from \$2,697,074 to \$3,371,274, for the project period of September 1, 2004 through August 31, 2005, an increase of \$674,200, 100% offset by Centers for Disease Control and Prevention (CDC) - Bioterrorism Grant Award No. U90/CCU917012-05, to complete new tasks and to enhance the communicable disease reporting system [Visual Confidential Morbidity Report (VCMR)], contingent upon approval by CDC of a Budget Revision.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 9 with Atlas for the provision of software programming services. Atlas will use the additional funding to assist the Department of Health Services (Department or DHS) in the development of an internet-based reporting of food poisoning illnesses and communicable disease outbreaks, and the continued implementation of electronic laboratory interfaces for laboratories throughout Los Angeles County. In addition, Atlas will develop enhancements to the existing VCMR system for the Public Preparedness and Response Project. Atlas may use subcontractors to complete special programming tasks for this project.

FISCAL IMPACT/FINANCING:

Amendment No. 9 to the Atlas Agreement will increase the maximum County obligation for this project from \$2,697,074 to \$3,371,274, an increase of \$674,200, 100% offset by CDC - Bioterrorism Grant Award No. U90/ CCU917012-05, for the period of September 1, 2004 through August 31, 2005. The \$674,200 consists of unspent monies that will be shifted from other projects funded by the CDC Award.

Amendment No. 8 provided for a 12-month extension through August 31, 2006 pending future CDC funding.

Funding is included in the Fiscal Year 2004-05 Final Budget and the Fiscal Year 2005-06 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

On September 10, 1996, the Board accepted funding from the CDC to develop and maintain a surveillance response to infectious diseases. On May 19, 1998, the Board approved an agreement with Atlas to assist the Department in the development of the VCMR system. Subsequently, the Board approved Amendments No. 1 through 5 to increase services, extend the term, and increase the maximum County obligation.

On August 6, 2002, the Board approved Amendment No. 6 to expand the scope of services with Atlas to enhance support of the communicable disease reporting system, develop laboratory interfaces and to upgrade the local public health jurisdictions' preparedness effects to respond to bioterrorism. The funding source for Amendment No. 6 was 100% offset from the CDC Bioterrorism (BT) Supplemental Grant and Vital Records Improvement Fund (VRIF). In May 2003, the DHS Public Health Information Systems and County Chief Information Office approved the Bioterrorism Preparedness and Response Program's proposed development plan and strategic direction for information technology.

On August 27, 2003, the Board was notified that DHS was exercising its delegated authority to execute Amendment No. 7 to provide support/maintenance and enhancements for the existing VCMR system and develop plans for the migration of the VCMR system to a web-based platform with expanded disease surveillance and epidemiologic response capabilities for bioterrorism. Amendment No. 7 laid the groundwork for migration of the VCMR system to a web-based platform based on CDC Public Health Information Network (PHIN) and National Electronic Disease Surveillance System (NEDSS) standards.

On August 17, 2004, the Board approved Amendment No. 8 to increase the maximum County obligation, provide additional maintenance and enhancements to the existing VCMR system, and develop and implement the Los Angeles County-Public Health Information Network (LAC-PHIN) application security gateway to facilitate access to VCMR. It also included the option for a 12-month extension through August 31, 2006 in the event the CDC approves funds for additional services and enhancements.

Amendment No. 9 includes an updated Board mandated provision ("Health Insurance Portability and Accountability Act of 1996"). Atlas must complete all new tasks and deliverables by August 31, 2005 with the additional \$674,200 in funds.

Attachment A provides additional information. County Counsel has approved Exhibit I as to use and form.

The Chief Information Officer concurs with the Department's recommendation.

CONTRACTING PROCESS:

Atlas was awarded an initial sole source agreement because of its proprietary rights to the only available Graphical User Interface (GUI) for the County's Automated Vital Statistical System (AVSS). Atlas' experience with the State of California AVSS provides unique knowledge needed to successfully automate communicable disease reporting to the State. Because of the proprietary nature of GUI and other related software products, no other vendor can provide these services.

The Board approved the current sole source Agreement on May 19, 1998.

**SUMMARY OF AGREEMENT**  
(Atlas Database Software Corporation)

1. **TYPE OF SERVICE:**

Atlas Database Software Corporation (Atlas) has assisted the Department of Health Services in developing internet-based interfaces to enhance the communicable disease reporting system. Amendment No. 9 to Agreement No. H-209231 will provide electronic laboratory interface for additional laboratories throughout Los Angeles County.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Atlas Database Software Corporation  
26679 West Agoura Road, Suite 200  
Calabasas, California 91302  
Attention: Stephen C. Atlas, Vice President  
Telephone: (818) 340-7080  
Facsimile: (818) 340-7079

3. **TERM:**

May 19, 1998 through August 31, 2005. Amendment No. 8 provided for a 12-month extension through August 31, 2006, pending future federal funding.

4. **FINANCIAL INFORMATION:**

Amendment No. 9 will increase the cumulative maximum obligation for this project by \$674,200 from \$2,697,074 to \$3,371,274, 100% offset by CDC Award No. U90/CCU917012-05 for the period of September 1, 2004 through August 31, 2005. The \$674,200 consists of unspent monies that will be shifted from other projects funded by the CDC Award. Funding for this amendment is included in the Fiscal Year 2004-05 Adopted Budget and has been requested in the Fiscal Year 2005-06 Proposed Budget.

5. **PRIMARY GEOGRAPHIC AREA TO BE SERVED:**

Countywide.

6. **DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:**

John Schunhoff, PhD, Chief of Operations, Public Health  
Sharon Grigsby, Executive Director, Public Health Preparedness and Response for Bioterrorism

7. **APPROVALS:**

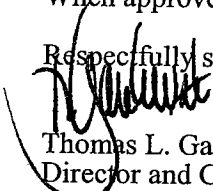
Public Health Programs:	Jonathan E. Fielding, M.D., MPH
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to form):	Christina A. Salseda, Deputy

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this Amendment will allow the continued utilization of funds as awarded by the CDC to enhance the Department's ability to respond to acts of bioterrorism.

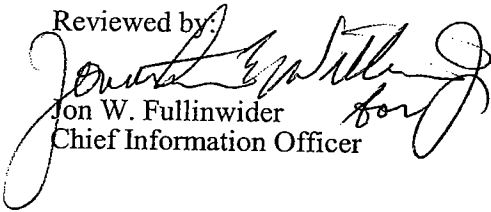
When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TG:kke

Reviewed by:

  
Jon W. Fullinwider  
Chief Information Officer

Attachments (5)

c: Chief Administrative Officer  
Chief Information Officer  
County Counsel  
Executive Officer, Board of Supervisors

ATLAS AMENDMENT.KE.wpd

# CIO ANALYSIS

Department of Health Services Amendment No. 9 to  
Agreement No. H-209231 with Atlas Database Software Corporation

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

## Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract

New/Revised Contract Term: Base Term Yrs: N/A # of Option Yrs N/A

## Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: John F. Schunhoff, Ph.D., Chief of Operations, PHD

## Budget Information :

Y-T-D Contract Expenditures	\$ 2,697,074
Requested Contract Amount	\$ 674,200
Aggregate Contract Amount	\$ 3,371,274

## Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

## Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

### **Project/Contract Description:**

The Department of Health Services (DHS) is requesting the Board to delegate authority to the Director of Health Services, or his designee, to sign Amendment No. 9 to Agreement H-209231 with Atlas Database Software Corporation to provide enhancements to the existing Visual Confidential Morbidity Report (VCMR) system to track communicable diseases; to develop a web-based reporting module for food poisoning illnesses and communicable disease reports and disease outbreaks; and to continue implementation of electronic laboratory interfaces to support surveillance activities.

The proposed Amendment No. 9 will increase the maximum obligation for this agreement from \$2,697,074 to \$3,371,274, an increase of \$674,200. This funding is fully offset (no net County cost) by federal Centers for Disease Control and Prevention (CDC) Bioterrorism Preparedness and Response grant funds.

### **Background:**

Under the California Code of Regulations, medical care providers, educators, laboratories, and others are required to report incidents of specific diseases or conditions to their local health department. Within DHS, the lead unit for the surveillance and investigation of suspected and confirmed communicable disease (CD) cases and outbreaks is the Acute Communicable Disease Control (ACDC) unit. ACDC oversees the epidemiology and control of all reportable diseases except AIDS, sexually transmitted diseases (STDs) and TB, sets policy for field staff, and provides guidance to the medical community. As a result of these codes and regulations, DHS is mandated to investigate reported suspect cases in order to control and prevent the outbreak of communicable diseases within Los Angeles County.

The base Agreement was originally established to facilitate development of an automated Visual Confidential Morbidity Report (VCMR) system to replace the old manual CD reporting system. The VCMR system enables the ACDC to report, investigate, and track communicable disease incidents. Subsequent to this requested Amendment, your Board approved Amendment No. 8, which principally supported the migration of VCMR to a web-based platform to facilitate disease incident reporting that is consistent with local DHS information technology standards and CDC Public Health Information Network/National Electronic Disease Surveillance System functions and technical specifications.

If approved by your Board, Amendment No. 9 will support the following:

- Development of a web-based reporting and tracking module within VCMR for food poisoning illnesses, reports of communicable disease, and disease outbreaks;
- Continued implementation of electronic laboratory interfaces with public health partners to support surveillance activities; and
- Implementation of enhancements to VCMR to improve its overall functionality.

**Project Justification/Benefits:**

Enhancements to critical features of the VCMR system will also assist with the integration of disease reporting (e.g., STD, TB, HIV) and expansion of web-based reporting tools within the jurisdiction in order to ease the burden on the public and public health partners and increase overall disease reporting levels.

**Project Metrics**

Enhancements and modifications to system functionality as well as all new development will be tested and validated by focus groups of VCMR users to ensure compliance with desired specifications prior to acceptance of system improvements.

**Impact If Proposal Is Not Approved**

- DHS Public Health would be unable to meet CDC grant requirements, which could potentially impact future CDC funding due to noncompliance.
- DHS would not be able to exchange critical electronic health information with key public health partners, which would limit the Department's ability to respond to public health emergencies.

**Alternatives Considered:**

No other alternatives were considered, this new development and system enhancements leverage existing functionality residing in the existing VCMR system.

**Project Risks:**

There are no identified risks to the Department and County in undertaking this project.

**Risk Mitigation Measures:**

None

**Financial Analysis:**

There is no net County cost associated with the Agreement. This amendment is 100 percent offset by CDC Bioterrorism Supplemental Grant funds.

**CIO Concerns:**

None

**CIO Recommendations:**

The CIO recommends approval of this Amendment.

**CIO APPROVAL**

Date Received: 05/23/2005

Prepared by: [Signature]

Date: 05/25/2005

Approved: [Signature]

Date: 05/26/2005



ATLAS DATABASE SOFTWARE CORPORATION  
SOFTWARE AND SERVICES AGREEMENT  
AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ATLAS DATABASE SOFTWARE  
CORPORATION, DBA ATLAS  
DEVELOPMENT CORPORATION  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "SOFTWARE AND SERVICES AGREEMENT", dated May 19, 1998, and further identified as County Agreement No. H-209231 and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to provide for changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties:

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall become effective upon execution by all parties.

2. Paragraph 7.0, CONTRACT SUM, of the Agreement shall be revised to read as follows:

“7.0 CONTRACT SUM: The maximum Contract Sum for the period of September 1, 2004 through August 31, 2005, authorized by County hereunder shall not exceed Three Million Three Hundred Seventy-One Thousand Two Hundred Seventy-Four Dollars (\$3,371,274).”

3. Paragraph 62.0, (Contractor’s Obligations as a Business Associate Under Health Insurance Portability and Accountability Act of 1996) of the Agreement shall be deleted in its entirety and replaced as follows:

“62.0 CONTRACTOR’S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The performance of Contractor’s obligations under the Agreement could require Contractor’s receipt of, or access to, Protected Health Information, as such term is defined in Attachment I (Contractor’s Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Attachment I) (hereafter “Business Associate Agreement”) by and between Contractor (referred to in Attachment I as “Business Associate”) and County (referred to in Attachment I as “Covered Entity”) for the term of this Agreement and as provided in the Business Associate Agreement.”

4. Paragraph 67, (Subcontracting) of the Agreement shall be added to read as follows:

“67. SUBCONTRACTING:

In the event that Contractor wishes to engage one or more Subcontractor(s) to perform any portion of its obligation hereunder, Contractor shall submit a written notice to the County's Project Director or his/her authorized designee(s). Such notice may be delivered at any time prior to engaging the Subcontractor or in the alternative not later than seven (7) days after engaging the Subcontractor(s). Such notice shall specify the name of the Subcontractor(s) and the Scope of Work to be performed and shall include a confirmation that Contractor's Agreement with the Subcontractor(s) includes the following written terms:

- (1) Contractor's ability to terminate Subcontractor(s) work on deliverables for the County at any time for convenience upon thirty (30) day's notice to Subcontractor.
- (2) An acknowledgement by Subcontractor(s) of its independent Contractor status, and a representation that Subcontractor(s) or employee(s) of Subcontractor(s) will not be considered employee(s) of Contractor or County; and
- (3) An acknowledgement that County is a third-party beneficiary of the agreement between Contractor and Subcontractor(s), with an acknowledgement that County is not obligated to Subcontractor(s) in any way under the Subcontract.

(4) In the event County objects to the proposed subcontracting agreement, it shall inform Contractor in writing. County shall provide the reasons for its objection. County Agrees not to unreasonably object to a proposed subcontracting agreement.

(5) In the event County objects to a proposed Subcontract, Contractor agrees to exercise its right to terminate the Subcontract for convenience, within five (5) days of having received the notice from County.

5. Exhibit A-8, STATEMENT OF WORK, shall be amended to add Exhibit A-9, attached hereto, and incorporated herein by reference, to Exhibits A through A-8.

6. Exhibit B-8, SCHEDULE OF DELIVERABLES AND PAYMENTS, shall be amended to add Exhibit B-9, attached hereto, and incorporated herein by reference, to Exhibits B through B-8.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has

/

/

/

/

/

/

5/24/2005 caused this Amendment to be subscribed in its behalf by its duly authorized officers,  
the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

CONTRACTOR

ATLAS DATABASE SOFTWARE CORPORATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL

County Counsel

By \_\_\_\_\_  
Christina A. Salseda  
Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
OF 1996**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.3 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information.** Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

### **2.2 Adequate Safeguards for Protected Health Information.** Business Associate:

- (a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

### **2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents.** Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10)



business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple ST.  
Suite 525  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

#### **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

#### **TERM AND TERMINATION**

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

March 29, 2005

**STATEMENT OF WORK**  
**VISUAL CONFIDENTIAL MORBIDITY REPORT (VISUAL CMR)**  
**Amendment No. 9**

**1.25 TASK NO.13 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS:**

1.25.5.11 Add (1316) Standard Pool Hours to provide future program modifications and enhancements to all components and interfaces of VCMR, including enhancements to support bio-terrorism preparedness, surveillance, and epidemiological response pursuant to Standard Pool Hours of Exhibit B-9 Schedule of Deliverables and Payments.

Additional scheduled enhancements and modifications for Amendment No. 9 include but not limited to the following:

- Integration of various PH programs: Atlas will continue to provide ability for VCMR to triage HL7 files and incident reports to other programs.
- Development of census tract and auto address /geo-coding features for food borne illness report.
- Development of link with private physicians to promote automatic reporting of communicable diseases.
- Electronic Laboratory Reporting: Continued implementation of electronic lab reporting with pre-identified public and private labs.
- Create surveillance screens for ACDC Epi staff.
- Development of search and ranged reports by Eight Service Planning Areas (SPAs).
- SANS Server and storage of VCMR scanned documents.

**Upon County's written request for modifications and enhancements, Contractors shall provide a change order indicating number of hours and a fixed price proposal describing the work involved. County's Project Director or his designee shall have the authority to approve Contractor's proposal**

**1.26.5 DELIVERABLE NO.13 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS:**

1.26.5.11 Standard Pool Hours One Thousand Three Hundred and Sixteen (1,316) Pool Hours up to a total amount of One Hundred Ninety Thousand Nine Hundred Dollars (\$190,900) will be used to provide future program

modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bio-terrorism preparedness, surveillance, and epidemiological response as requested by the County's Project Director or his designee pursuant to subparagraph 1.25.5.11.

If requested in writing and number of hours and fixed price proposal are accepted by County's Project Director or his designee, Contractor shall provide modifications and enhancements as set forth in Task No.13 above.

### **Sixteen (16) NEW TASKS AND DELIVERABLES – Amendment #9**

**1.54 TASK NO. 27 – Create FBI for Web (54K)**

Develop internet-based reporting of food poisoning to be used by general public and integrate with ARNOLD.

**1.55 DELIVERABLE NO. 27 – Create FBI for Web**

Contractor shall develop web-based reporting of food borne illness episodes to be used by public. Information entered will automatically populate the VCMR FBI and integrate with ARNOLD.

**1.56 TASK NO. 28 – Patient Merge Functionality (\$54K)**

Allow merging of duplicate patient records currently in VCMR.

**1.57 DELIVERABLE NO. 28 – Patient Merge Functionality**

Contractor shall develop a feature that will automatically merge duplicate patient records.

**1.58 TASK NO. 29 - Interface with PH Nurse Case Management System (\$54K)**

Develop interface to facilitate exchange of communicable disease data between VCMR and PH Nursing Case Management System.

**1.59 DELIVERABLE NO. 29 – Interface with PH Nurse Case Management**

Contractor shall develop interface to facilitate exchange of communicable disease between VCMR and PH Nursing Case Management System.

**1.60 TASK NO. 30 - Threshold Analysis via ARNOLD (\$54K)**

Configure ARNOLD to provide notification to appropriate public health staff when 10 or more case reports for a particular disease has been reported in same geographical location.

Configure ARNOLD to provide notification to key staff of foodborne illness episodes when N=5 or greater.

**1.61 DELIVERABLE NO. 30 – Threshold Analysis via ARNOLD**

Contractor shall configure ARNOLD to notify appropriate public health staff when 10 or more case reports for a particular disease has been reported in the same geographical location. Contractor shall also configure ARNOLD to provide notification to key staff of foodborne illness episode when N=5 or greater.

**1.62 TASK NO. 31 - Update/Reopen Closed Incidents and Outbreaks (\$18K)**

Create a security level or new functionality that allows pre-approved staff the ability to update closed incidents and outbreaks.

**1.63 DELIVERABLE NO. 31 – Update/Reopen Closed Incidents and Outbreaks.**

Contractor shall develop new functionality or a security level that allows appropriate staff the ability to open and update previously closed incidents and outbreaks.

**1.64 TASK NO. 32 – Epi Curve for Web-vCMR Users (\$18K)**

Develop a mechanism that allows external reporting sources to view de-identified disease incident by date range and geographical location.

**1.65 DELIVERABLE NO. 32 – Epi Curve for Web CMR Users**

Contractor shall develop a mechanism that allows external reporting sources to view de-identified disease incident by date range and geographical location.

**1.66 TASK NO. 33 – Electronic Filing Cabinet (\$50K)**

Development enhancements to Electronic File Cabinet that improve both scanning and document management as well as merge in Case Report functionality.

**1.67 DELIVERABLE NO. 33 – Electronic Filing Cabinet**

Contractor shall develop enhance the Electronic Filing cabinet to:

- alert users when viewing an incident that new documents have been added without entering the cabinet for a particular incident.
- Provide the ability to scan and attach documents to closed records.
- Limit this functionality through role based security levels

Additionally, the contractor will merge the Epidemiology/Case Report features into the Electronic Cabinet, providing a single view, for appropriate security levels, of all associated information for a particular incident. Case Reports will be distinguished in the Electronic Cabinet by their particular type, and can be viewed and accessed through this system area. Additionally, users, with appropriate security privileges, will be able to add additional Case Report forms from a list of all defined Case Reports forms in the system as necessary to the incident, removing the current limitation of one report per incident.

**1.68 TASK NO. 34 – Disaster Recovery (\$20k)**

Develop a Disaster Contingency Plan that will serve as a Fail-safe if main server crashes or goes down

**1.69 DELIVERABLE NO. 34 – Disaster Recovery**

The Contractor will survey all existing infrastructure, hardware, software, and tools used to monitor the existing production system and develop a disaster recovery plan that includes prevention, as well as contingency if the main servers are no longer accessible.

This plan will require contact, communication, and site visits with external data centers outside the State of California: Las Vegas (NV), Portland (OR) and Austin (TX).

After completion of the analysis, the Contractor will provide to the County a complete plan that outlines all procedures as well as costs to implement the approved plan, as well as any modifications to the monitoring tools that may be needed as well.

**1.70 TASK NO. 35 – Additional Program Integration (\$34.8k)**

Develop a requirements document that outlines the current functionality of additional programs software solutions as well as outlines the program areas current issues and future requirements of a technology solution.

**1.71 DELIVERABLE NO. 35 – Additional Program Integration**

The Contractor will survey the existing software solution used by additional program and work with the designated personnel at the program area to outline and document current functionality as well as future requirements.

**1.72 TASK NO. 36 – De-Identified Reports for Community Reporting (\$35k)**

Develop a reporting module that will provide de-identified pivot tables, through Microsoft Excel, to authorized community providers.

**1.73 DELIVERABLE NO. 36 – De-Identified Reports for Community Reporting**

The Contractor will develop system screens that will allow authorized community reports to controlled limited queries of actual data that return de-identified data in the form of a Microsoft Excel pivot table. This will allow the community reports to access counts of incidents, but many different access, including, but not limited to demographic data, create dates, onset dates, diagnosis, etc.

**1.74 TASK NO. 37 – District Review by SPAs and assigned Investigator (\$17k)**

Modify the District Review screen to allow users to query by SPAs as well as assigned case investigator.

**1.75 DELIVERABLE NO. 37 – Filter by SPAs**

The Contractor will modify the existing District Review screen to allow the users to search by SPAs and assigned Investigators. If performance is not a factor, these filters will be concatenated with the existing filters that include District, Disease, Process Status, and Incident Type.

To support the addition of SPAs, the contract will create a new SPA dictionary accessible by System Administrators that will allow the system to relate geographic areas to SPAs.

**1.76 TASK NO. 38 – Validation (\$12 k)**

Modify the data validation on the Incident, Outbreak, and Foodborne Illness screens to warn the user of an invalid date instead of prevent entry. This warning only applies to business rules associated with dates, not date format.

Allow the System Administrator to control the required fields for submission of CMRs from community reporters.

**1.77 DELIVERABLE NO. 38 – Validation**

The Contractor will modify the existing Incident, Outbreak, and Foodborne illness to change how the date validation rules limit data entry. Instead of preventing the entry of data where there may be logical discrepancies (Date of Onset after Date of Death), the user will be warned instead. Improper date format will still be prohibited.

The Contractor will provide a mechanism that allows the System Administrators to establish the required fields for the community reporting sources. Even though this mechanism is similar to the existing required field structure, it will not be driven by status and disease. Instead it will be consistent for all types of reports from external providers.

**1.78 TASK NO. 39 – ARNOLD (\$5 k)**

**Modify the existing ARNOLD structure** to also transmit hyperlinks for outbreak cases and FBI cases as well as Incidents.

**1.79 DELIVERABLE NO. 39 – ARNOLD**

The Contractor will modify the existing ARNOLD structure to also transmit hyperlinks for outbreak cases and FBI cases as well as Incidents.

**1.80 TASK NO. 40 – State CA-ELR Interface (\$20 k)**

Create a bi-directional interface between the CMR system and the CA-ELR system.



**1.81 DELIVERABLE NO. 40 – State CA-ELR Interface**

The Contractor will develop a bi-directional interface between the CMR system and the State's CA-ELR system that allows for the transfer of standard HL7 2.3 laboratory result messages between the two organizations. This interface will require the transmission of all laboratory data received by the CMR system to the State, with possible modification of HL7 2.3.Z and HL7 2.3.1 messages from external laboratories. Additionally, de-duplication mechanism will need to be evaluated and implemented to insure that laboratory data received from the State's system is only updating existing record instead of creating duplicate records when existing incidents/patients exist.

**1.82 TASK NO. 41 – Reporting Source, Food Source, and Location Dictionary Normalization (22.5 K)**

Normalize the reporting source, food source, and location dictionary into a consistent manner that removes duplicates and allows for both the facility and the provider to be identified on a CMR report.

**1.83 DELIVERABLE NO. 41 – Reporting Source, Food Source, and Location Dictionary Normalization**

The Contractor will investigate the possible solutions, provide proposals and develop a normalized solution towards handling the reporting source, food source, and location information as part of the incidents, outbreaks, and foodborne illness reports. Where applicable, the association with a definable dictionary will be made to the users (ex: a user record for a community reporting source will be associated with reporting source dictionary record). Adjustments will be made to all screens containing these fields as well as the system reports and exports. Additionally, upon implementation of this deliverable, all necessary data conversion will be provided.

**1.84 TASK NO. 42 – Add Ability to Attach Documents to VCMR System Message (15K)**  
Allow downloadable elements to be attached to system messages.

**1.85 DELIVERABLE NO. 42 – Attach documents to VCMR System Message**  
The contractor will adjust the system messaging component to allow authorized users to attach documents as downloadable elements associated with each system message.

STATEOFWORKAMENDNO#932905.DOC

**SCHEDULE OF DELIVERABLES AND PAYMENTS****Amendment #9****September 1, 2004 - August 31, 2005****(Updated 04/07/2005)**

<b>Deliverable No.</b>	<b>SOW Item No.</b>	<b>Deliverable Title</b>	<b>Amount Payable</b>
1	1.2	Project Work Plan	\$9,025
2	1.4	Status Reports	-0-
3	1.6	System Analysis	3,800
4	1.8	Install Hardware/Operating System Software	3,040
5	1.10	Graphical User Interface/Visual CMR	38,000
6	1.12	Reports and Queries	6,840
7	1.14	Acceptance Test Plan for System	280
8	1.16	Conduct Acceptance Testing	1,900
9	1.18	Fully Complete Final System Acceptance Test	1,900
10	1.20	Written Documentation for Users	
	1.20.1	System Administrators	7,600
	1.20.2	System Users	4,560
	1.20.3	Trainer Users	4,560
11	1.22	Training	
	1.22.1	Training for System Administrators	3,800
	1.22.2	Training for Train-the-Trainers	11,400
12	1.24	<b><u>Maintenance</u></b>	\$21,000
		240 Hours for Monthly Support	20,000
		240 Additional Support Hours	18,000
		20 Cache site licenses for June	11,441
		15 Cache site licenses for July	10,528
		960 Maintenance/Support Hours (FY00-01)	85,000
		25 Cache Site licenses (FY00-01)	20,625
		“Technical correction”	2,695
	1.24.1	960 Maintenance/Support Hours (FY01-02)	\$85,000
	1.24.1.2	960 Maintenance/Support Hours (FY02-03)	\$91,200
	1.24.1.3	Maintenance/Support Hours (FY03-04)	\$ 45,635

<i>Amendment #8</i>	<b>1.24.1.4</b>	<i>Amendment #8 - Maintenance/Support Hours (FY04-05)</i>	<b>\$85,000</b>
	<b>1.24.2</b>	License Renewal Fees (FY01-02):	\$10,271
		•Cache (100 users)	520
		•ADDS	2,220
		•LabWorks: Server license	647
		•LabWorks: Comm. Server (Kaiser)	185
		•LabWorks: FTP Shuttle (PHL)	1,800
	<b>1.24.2.1</b>	•ARNOLD	
		•License Renewal Fees (FY02-03):	\$13,614
		•Cache (125 users- Proprietary)	590
		•ADDS (Proprietary)	1,800
		•ARNOLD (Proprietary)	650
		•LabWorks (Proprietary)	
	<b>1.24.2.2</b>	•License Renewal Fees (FY03-04):	\$ 13,614
		•Cache (125 Users - Proprietary)	\$ 590
		•ADDS (Proprietary)	\$ 1800
		•ARNOLD (Proprietary)	\$ 650
		•LabWorks (Proprietary)	\$ 12,000
		•Cache Shadowing (120 Users - Proprietary)	
<i>Amendment #8</i>	<b>1.24.2.3</b>	• <i>Amendment#8</i>	<i>Amendment #8</i>
		• <i>License Renewal Fees (FY04-05):</i>	
		• <i>Cache (125 Users - Proprietary)</i>	<b>\$ 13,614</b>
		• <i>ADDS (Proprietary)</i>	<b>\$ 590</b>
		• <i>ARNOLD (Proprietary)</i>	<b>\$ 1800</b>
		• <i>LabWorks (Proprietary)</i>	<b>\$ 650</b>
		• <i>Cache Shadowing (120 Users – Proprietary)</i>	<b>\$ 12,000</b>
		<i>Web CMR CD Key (\$450 monthly)</i>	<b>\$5,400</b>

13	<b>1.26</b>	<b><u>Program Support/Training</u></b>	
	1.26.1	Weekly Place of Report(WPR) State Format	6,300
	1.26.2	Food Source Import Feature	7,900
	<b>1.26.3</b>	<b><u>Additional Program Enhancements</u></b>	
	1.26.3.1	Reporting Source Import Feature	7,900
	1.26.3.2	Extended Range Reports	4,700
	1.26.3.3	Cumulative Disease	3,800
	1.26.3.4	Outbreaks by Disease	3,800
	1.26.3.5	Export functionality	3,800
	1.26.3.6	Training Name Space	1,400
	1.26.3.7	Outbreak Printout	4,000
	1.26.3.8	State Transmission	4,000
	1.26.3.9	District Review	5,000
	<b>1.26.4</b>	<b><u>Program Enhancements/Modifications</u></b>	
	1.26.4.1	System Message	4,095
	1.26.4.2	Pessimistic Locking	2,205
	1.26.4.3	Editing of Outbreak Records	420
	1.26.4.4	Two Counters for Outbreak Numbers;	1,365
	1.26.4.5	Display Outbreak Numbers	1,575
	1.26.4.6	Range Report for Foodborne Illness	4,725
	1.26.4.7	Print functionality for Foodborne Illness	5,985
	1.26.4.8	Print individual pages	4,200
	1.26.4.9	Develop "Create" and "Close" dates	420
	1.26.4.10	Nurse Investigator field "free text"	1,365
	1.26.4.11	Create "Case Reported by" Check boxes	1,365
	1.26.4.12	Other software access - Read Only not to	6,300
	<b>1.26.5</b>	<b><u>STANDARD POOL HOURS</u></b>	
	1.26.5.6	Standard pool hours (820 pool hours not to exceed \$145 a hour/Amendment #4)	\$118,900
	1.26.5.7	Standard pool hours (2352 pool hours not to exceed \$145 a hour/Amendment #5)	\$341,040
	1.26.5.8	Standard pool hours (1877 pool hours not to exceed \$145 a hour/Amendment #6)	\$272,165
	1.26.5.9	Standard pool hours (800 pool hours not to exceed \$145 /hr for Amendment #7)	\$116,000
	1.26.5.10	Standard pool hours (558 pool hours not to exceed \$145 /hr for Amendment #8)	<b>\$80,910</b>
<b>Amendment #9</b>	<b>1.26.5.11</b>	<b>Standard pool hours (1316 pool hours not to exceed \$145 /hr for Amendment #9)</b>	<b>\$190,900</b>
14		Development of screens for Foodborne Illness reports, Salmonellosis and Hepatitis A	\$29,400
15	1.30	Laboratory Interface	

	1.30.1	Meetings with ESP and lab management	\$3,045
	1.30.2	Project work plans for lab interface:	
	1.30.2.1	Public Health Laboratory	
	1.30.2.2	Kaiser Permanent Regional Laboratory	5,510
	1.30.2.3	Oliiver View-UCLA Medical Center	5,510
			5,510
15 cont'd	1.30.3	Provide written recommendations including communications network and configuration diagrams; recommendations on proposed interface compatible with Visual CMR software	13,775
	1.30.4	Technical Task	
	1.30.4.1	Task for laboratory interface	3,045
	1.30.4.2	Task for health alert network	3,045
	1.30.5	Develop software specifications for lab interface.	13,775
	1.30.6	Monthly status reports with timeline for completion of work.	3,045
16	1.32	Develop Print Functionality	4,340
17	1.34.1	Lab custom development - Phase I	66,990
	1.34.2	LabWorks License	12,000
	1.34.3	LabWorks Communication Server License for Public Health Laboratory	3,500
	1.34.4	LabWorks Communication Server License for Kaiser Permanente	3,500
18	1.36.1	Lab custom development - Phase II	25,520
	1.36.2	Atlas Address License	5,000
	1.36.3	ACCU Mail	1,295
19	1.38	Lab Interface User Guide	10,350
20	1.40	<u>Migration of VCMR to Web Platform</u>	
	1.40.1	PHIN / NEDSS Feasibility Study	\$ 62,350
	1.40.2	VCMR Migration Plan	\$ 37,410
	1.40.3	Analysis for Integrated Messaging	\$ 23,200
21	1.42	<u>VCMR Re-Configuration to Support Standards-Based HL7 Interfaces</u>	
	1.42.1	Analysis, Specifications, and Acceptance Plan for Configuration Changes	\$ 13,050
22	1.44	<u>Public Health Incident Management System</u>	

	1.44.1	Biological Event Module	
	1.44.1.1	High-Level Analysis and Specifications	\$ 16,240
23	1.46	VCMR Hot Site	\$ 23,200
24	1.48	Web Conversion of existing functionality	\$546,800 (Represents a deduction of \$19,860 from the quoted price of \$566,660 to accommodate LAC budget constraints)
25	1.50	Security Gateway	\$23,200
26	1.52 1.52.1 1.52.2 1.52.3	Participate in the development of a messaging system. Specifications for common standards Bi-directional interface Message transport system	\$30,000
Amendment No.9 Starts here (27-42)...		Amendment No.9 Starts here...	Amendment No.9 starts here...
27	1.54	Create FBI for Web	\$54,000
28	1.56	Patient Merge Functionality	\$54,000
29	1.58	Interface with PH Nurse Case Management System	\$54,000
30	1.60	Threshold Analysis via ARNOLD	\$54,000
31	1.62	Update/Reopen Closed Incidents and Outbreaks	\$18,000
32	1.64	Epi Curve for Web-vCMR Users	\$18,000
33	1.66	Electronic Filing Cabinet	\$50,000
34	1.68	Disaster Recovery	\$20,000
35	1.70	Additional Program Integration	\$34,800
36	1.72	De-Identified Reports for Community Reporting	\$35,000
37	1.74	District Review by SPAs and assigned	\$17,000

		Investigator	
38	1.76	Validation (warning for invalid dates)	\$12,000
39	1.78	ARNOLD (Outbreak Hyperlink)	\$5,000
40	1.80	State CA-ELR Interface	\$20,000
41	1.82	Reporting Source, Food Source, and Location Dictionary Normalization	\$22,500
42	1.84	Add Ability to Attach Documents to VCMR System Message	\$15,000
		<b>TOTAL</b>	<b>\$3,371,274</b>

#### FINAL PAYMENT

A final payment of \$9,900 or 10% of total cost of Deliverables will be paid after the System has been operational in a production environment for ninety (90) consecutive days. Final payment to be withheld from Deliverable No.11 (1.22.2 - Training for the-trainers).

#### Post Production Maintenance of the System

CONTRACTOR shall provide maintenance support of the Visual CMR software, commencing with the 91st day following COUNTY approval of Fully Completed Final Acceptance Test, for one year post-production for modifications which go beyond the specification of the original project at a rate of \$100/per hour for 20 hours, and \$90/per hour for every hour thereafter (Task No.12).

County's Project Director may make a determination to pay CONTRACTOR a minimum monthly maintenance fee of \$500 for maintenance support, whether support is provided or not. This maintenance fee entitles County to receive (5) hours of such maintenance work without charge, and \$100/per hour for the next 15 hours, and \$90/per hour for every hour thereafter. This scale applies for any work incurred during any one month period for the duration of the maintenance agreement.

#### STANDARD POOL HOURS:

COUNTY shall have the option to select up to a maximum of Seven Thousand Seven Hundred and Twenty Three (7,723) Hours (hereafter "Standard Pool Hours") not to exceed One Million Thirty Nine Thousand and Five Dollars (\$1,039,005). Eight Hundred and Twenty (820) Standard Pool Hours were used under Amendment #4; Two Thousand Three Hundred and Fifty Two (2,352) Standard Pool Hours were used under

Amendment #5; One Thousand Eight Hundred and Seventy-seven (1,877) Standard Pool Hours were used under Amendment #6; Eight Hundred (800) Standard Pool Hours were used under Amendment #7. Five Hundred and Fifty-Eight (558) Standard Pool Hours were used under Amendment #8. **One Thousand Three Hundred and Sixteen (1,316) Standard Pool Hours will be used under Amendment #9.**

All payments and associated hours approved and paid by COUNTY under subparagraph A shall correspondingly reduce the maximum Standard Pool Hours dollar amount **(\$1,039,005) and maximum Standard Pool Hours (7,723) available to COUNTY** for optional program support, additional training, additional program modifications and enhancements as described in subparagraph 1.25 (Task No. 13 Optional Program Support Additional Training and Additional Program Modifications Using Standard Pool Hours) of Exhibit A-8(Statement of Work).

CONTRACTOR's hourly rate for this job level is not to exceed \$145.00 per hour.

Upon COUNTY's written request for each modification, CONTRACTOR shall provide County a written "change order request" stating the number of hours and a maximum total price pursuant to subparagraph 1.25 (Task No.13 Optional Program Support, Additional Training and Additional Program Modifications Using Standard Pool Hours) of Exhibit A-8 (Statement of Work). CONTRACTOR's "Change Order Request" shall be valid for sixty (60) days from submission.

paymenscheduletamend#9March29.doc